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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report: December 12, 2000
Date of earliest event reported: December 12, 2000

SONIC SOLUTIONS
(Exact name of registrant as specified in its charter)v

California	72870	93-0925818
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

101 Rowland Way, Suite 110 Novato, CA	94945
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (415) 893-8000

Exhibit Index on Page 3.

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INFORMATION INCLUDED IN THIS REPORT

Items 1 through 4, and items 6, 8 and 9 Not Applicable.

ITEM 5. OTHER EVENTS.

On December 5, 2000, Sonic Solutions filed in the United States District Court in the Northern District of California San Jose Division, a Complaint for Injunctive Relief and Damages, against Spruce Technologies, Inc., and Kirk E. Paulsen.

ITEM 7. EXHIBITS

A text of the Complaint is attached hereto as exhibit 99.1.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant, Sonic Solutions, has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized, in the City of Novato, State of California, on the 12th day of December, 2000.

SONIC SOLUTIONS

Signature -----	Date ----
/s/ Robert J. Doris ----- Robert J. Doris President and Director (Principal Executive Officer)	December 12, 2000
/s/ A. Clay Leighton ----- A. Clay Leighton Senior Vice President of Worldwide Operations and Finance and Chief Financial Officer (Principal Financial Accounting Officer)	December 12, 2000

EXHIBIT INDEX

Exhibit -----	Description -----
99.1	Complaint for Injunctive Relief and Damages; Demand for Jury Trial [Also see unofficial PDF Attachment located at the end of the filing.]

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Exhibit 99.1

HELLER EHRMAN WHITE & MCAULIFFE
STANLEY YOUNG (State Bar No. 121180)
JOSHUA M. MASUR (State Bar No. 203510)
525 University Avenue
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Attorneys for Plaintiff
SONIC SOLUTIONS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SONIC SOLUTIONS, a California
corporation,

Plaintiff,

v.

SPRUCE TECHNOLOGIES, INC.,
a California corporation, and
KIRK E. PAULSEN,

Defendants.

Case No.: c00-21224 JW ADR

COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES;
DEMAND FOR JURY TRIAL:
Copyright Infringement,
Misappropriation of Trade Secrets,
Breach of Contract, Intentional
Interference with Contractual
Relations, Breach of Fiduciary Duty,
Breach of Obligations under the
California Labor Code, False
Advertising or Promotion under 15
U.S.C.(SS).1125(a), Trade Libel,
Tortious Interference with
Prospective Business Advantage,
Unfair Competition under California
Bus. & Prof. Code(S)(S).17200 et
seq., Common Law Unfair Competition,
and Civil Conspiracy

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Plaintiff, Sonic Solutions ("Sonic"), alleges:

JURISDICTION AND VENUE

1. This is an action for copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. (S)(S) 101 et seq., for false advertising or promotion under section 43(a) of the Lanham Act, 15 U.S.C. (S) 1125(a), and for related claims of misappropriation of trade secrets, breach of contract, intentional interference with contractual relations, breach of fiduciary duty, breach of obligations under the California Labor Code, trade libel, tortious interference with prospective business advantage, unfair competition under California Business and Professions Code sections 17200 et seq., common law unfair competition, and civil conspiracy.

2. This Court has jurisdiction of this action under 28 U.S.C.(S)(S)1331, 1338(a)(2) and (b), and this Court's pendent jurisdiction. Venue is proper in this district under 28 U.S.C. (S)(S)1391 and 1400(a), and in the San Jose Division under N.D. Cal. Civ. L.R. 3-2(c).

THE PARTIES

3. Sonic is a California corporation with its principal place of business at 101 Rowland Way, Novato, California. Sonic is a leading manufacturer of computer based tools used to prepare content for release on Digital Versatile Disc ("DVD"), audio Compact Disc ("CD") and other digital publishing media.

4. Sonic is informed and believes and based thereon alleges that Defendant Spruce Technologies, Inc. ("Spruce") is a California corporation with its principal place of business at 1054 South De Anza Blvd., San Jose, California.

5. Defendant Kirk E. Paulsen ("Paulsen") was first employed by Sonic on August 12, 1991. He occupied a number of positions with Sonic, most recently as Vice President for European Operations, in which capacity he was employed by Sonic from mid-1996 to October 22, 1999. Sonic is informed and believes and based thereon alleges that Paulsen is a resident of the State of California, and that Paulsen became Spruce's Vice President of Sales on or about October 23, 1999.

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SPRUCE HAS INFRINGED SONIC'S COPYRIGHTS IN DVDIT!

6. Sonic's DVDit! software was the first application for DVD authoring targeted at nonprofessional users, including consumers, videographers, and corporate video producers.

7. In addition to conventional retail sales to end users, DVDit! is bundled with major video editing, capture, encoding and media production systems produced by a number of other companies who purchase DVDit! from Sonic and include it with their products. These customers are commonly referred to as original equipment manufacturer ("OEM") customers.

8. DVDit! contains a substantial amount of material wholly original with Sonic and is copyrightable subject matter under the laws of the United States. Sonic has complied in all respects with the Copyright Act of 1976, 17 U.S.C.(S)101 et seq., and all other laws governing copyright, and has applied to the Register of Copyrights in order to obtain a Certificate of Registration for versions 1.0.1, 1.1, and 2.0 of DVDit!. True and correct copies of these applications are attached hereto as Exhibit A.

9. Since DVDit! was developed, Sonic has placed a copyright notice on all copies of DVDit! that it has produced or licensed. Any copies of DVDit! published by Sonic or under Sonic's authority or license, have been published in strict conformity with the provisions of the Copyright Act of 1976, 17 U.S.C.(S)101, et seq., and all other laws governing copyright.

10. Since the development of DVDit!, Sonic has been and still is the sole proprietor of all of its rights, title and interest in and to the copyrights in DVDit!.

11. DVDit! differs substantially from the prior professional DVD authoring applications marketed by both Sonic and Spruce. DVDit! is a next-generation DVD authoring application that combines a rich set of features with ease-of-use, making DVD production approachable to nonprofessional users, including consumers, videographers, and corporate video producers. Specifically, DVDit! allows a user to gather media assets, including but not limited to video segments, audio segments, and still images, and produce an interactive presentation from those assets without the type of detailed, labor-intensive pre-

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production planning that previous-generation authoring applications require. DVDit!'s unique functionality is enabled by and implemented in original source and object code, and by an original graphical user interface ("GUI").

12. Defendant Spruce was and is also engaged in the business of manufacturing solutions for DVD publishing. Spruce is a competitor of Sonic.

13. Sonic is informed and believes and based thereon alleges that, sometime during 1999, Spruce acquired a copy of DVDit!.

14. Sonic is informed and believes and based thereon alleges that Spruce acquired a copy of DVDit! so that it could unlawfully use, reverse engineer and/or copy DVDit! or portions thereof to develop a product or products that Spruce would attempt to market in competition with Sonic products.

15. Sonic is informed and believes and based thereon alleges that Spruce knowingly and willfully copied DVDit! or portions thereof with the specific purpose of duplicating this software and infringing Sonic's copyrights relating to DVDit!.

16. Sonic is informed and believes and based thereon alleges that by copying DVDit! or portions thereof, Spruce has developed at least one product, SpruceUp, that is identical to, substantially similar to, or derived from DVDit! or portions thereof in its expressive elements, including but not limited to its GUI, as well as in various other respects.

17. Sonic is informed and believes and based thereon alleges that by copying DVDit! or portions thereof, Spruce has incorporated or intends to incorporate into its existing products software or portions thereof that are identical or substantially similar to DVDit! in their expressive elements.

PAULSEN AND SPRUCE HAVE MISAPPROPRIATED SONIC'S TRADE SECRETS
AND OTHER CONFIDENTIAL INFORMATION

18. Paulsen signed a Sonic Solutions Invention and Confidential Information Agreement on or about August 13, 1993 (the "Agreement"), a true and correct copy of which is attached as Exhibit B.

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19. In that Agreement, Paulsen agreed not to use or disclose any confidential information obtained by virtue of his employment by Sonic, except as required by his duties to Sonic. Paragraph 6 of the Agreement defines "confidential information" as "information disclosed to [Paulsen] or known to me as a consequence of or through my employment by ... [Sonic], whether or not related to [Paulsen's] duties at [Sonic], and includes trade secrets or any other like information of value relating to the business and/or field of interest of [Sonic]."

20. All other Sonic employees signed the same or similar Agreements with Sonic.

21. The confidential information Paulsen obtained by virtue of his employment by Sonic included but was not limited to information concerning the experience, skills, and compensation of Sonic employees, sales and marketing plans and strategies, and product development plans and strategies.

22. On or about October 8, 1999, Paulsen participated in a sales and marketing strategy meeting at Sonic (the "sales and strategy meeting"). Since Paulsen was based in London, Sonic obtained tickets for him to travel to San Francisco to attend the meeting.

23. The topics at the sales and strategy meeting included the reorganization of the sales groups, upcoming product introductions and sales initiatives, strategic plans, and product research and development plans. During that meeting, the group discussed in detail Sonic's progress with DVDit!, including specific information concerning which companies Sonic had approached as potential OEM customers for DVDit!, the status of each such customer and a projection of the revenues that were estimated to derive from such customers. Sonic is informed and believes and based thereon alleges that Paulsen left the sales and strategy meeting to meet with representatives of Spruce concerning employment with Spruce.

24. On or about October 17, 1999, Paulsen informed Sonic of his intention to terminate his employment and to join Spruce.

25. Subsequent to the termination of Paulsen's duties at Sonic on or about October 22, 1999, there remained no context in which he was permitted to use or disclose the confidential information he received during his employment at Sonic.

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26. On or about November 1, 1999, after Paulsen had resigned from employment by Sonic, Sonic reminded him of his duties under the Agreement by letter from attorney James R. Knox. A true and correct copy of that letter is attached as Exhibit C.

27. Sonic is informed and believes and based thereon alleges that in late 1999, Spruce pursued an aggressive hiring campaign targeting key Sonic employees. Several employees in Sonic's software engineering and engineering quality assurance groups were approached by recruiters acting on behalf of Spruce.

28. Sonic is informed and believes and based thereon alleges that Spruce's employee raiding was undertaken with knowledge that the plaintiff's ability to compete would be harmed by those practices.

29. Sonic is informed and believes and based thereon alleges that Spruce's recruiting efforts made use of highly confidential information regarding the job duties, salaries, and past performance ratings of Sonic employees.

30. Sonic is informed and believes and based thereon alleges that Spruce's recruiters claimed that a Sonic employee would earn 30% to 40% more with Spruce than he or she was then earning with Sonic, even though the employee had not yet described to the recruiter his job duties, experience, or other information needed to assess the employee's value. Because Spruce could not reasonably make such an offer without confidential information regarding Sonic's employee salaries, abilities, and experience, Sonic is informed and believes and based thereon alleges that Spruce obtained confidential information from Paulsen, who had recently been hired by Spruce.

31. On or about January 5, 2000, Sonic complained about Spruce's employee raiding by letter from attorney James R. Knox to Spruce President and CEO, Dr. Hiromu Soga. A true and correct copy of that letter is attached as Exhibit D.

32. Sonic is informed and believes and based thereon alleges that on or about the date of his arrival at Spruce, Paulsen conveyed to Spruce management information concerning the development, sales and marketing plans of Sonic concerning DVDit!, as well as information concerning Sonic's progress with various actual and potential OEM

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customers. Sonic is informed and believes and based thereon alleges that Spruce management either knew or should have known that this was confidential information of Sonic.

33. Sonic is informed and believes and based thereon alleges that while Spruce previously maintained only a limited development effort to produce products to compete with DVDit!, shortly after Paulsen's arrival and based on his knowledge Spruce initiated a "crash" project to develop a product competitive with DVDit!. Sonic is informed and believes and based thereon alleges that this "crash" project led directly to Spruce's need to hire additional staff, and led directly to the attempted employee raiding and copying of DVDit! earlier described.

34. Sonic is informed and believes and based thereon alleges that Spruce controlled, directed and supervised Paulsen since at least the date that he became Spruce's Vice President of Sales, and was responsible during that period for Paulsen's actions.

35. The natural, probable and foreseeable result of the aforesaid conduct of the defendants has been and will continue to be to deprive Sonic of business and the licensing of DVDit!, to deprive Sonic of goodwill, to injure Sonic's relations with prospective customers, and to impose substantial expenses on Sonic to counteract the aforesaid conduct.

SONIC HAS BEEN FURTHER INJURED BY DEFENDANTS' CONDUCT

36. Sonic is informed and believes and based thereon alleges that at least at the National Association of Broadcasters ("NAB") trade show in April, 2000, defendants willfully, without justification, and without privilege communicated to other persons false and disparaging statements, including that Sonic's demonstrations at NAB and other trade shows did not feature actual software, but merely "a PowerPoint presentation" or other mockup of potential software; that Sonic's software did not output video files (including MPEG files) that complied with the applicable standards; and that Sonic was abandoning its professional product line in favor of DVDit!.

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37. Sonic is informed and believes and based thereon alleges that Spruce has received and used Sonic's confidential information, including by revealing or claiming to reveal proprietary information about the inner workings of Sonic's products.

38. Sonic is informed and believes and based thereon alleges that it has lost or will lose license revenues for its DVDit! software, and has sustained or will sustain damages as a result of the defendants' aforesaid wrongful conduct and their marketing of SpruceUp and any other any infringing products. The defendants' aforesaid wrongful conduct has also deprived and will continue to deprive Sonic of opportunities for expanding its goodwill. Moreover, Sonic is informed and believes and based thereon alleges that Spruce intends to market its infringing products at lower license fees than those Sonic must charge for DVDit!, which will artificially erode the price that potential customers will be willing to pay for DVDit!.

39. Spruce has been unjustly enriched by its copying, use and marketing of works derived from DVDit!.

40. Sonic is informed and believes and based thereon alleges that unless enjoined by this Court, Spruce intends to continue its course of conduct, and to wrongfully use, infringe upon, sell, license, and otherwise profit from DVDit! and works derived therefrom. As a direct and proximate result of the acts of the defendants alleged above, Sonic has already suffered irreparable damage and has sustained lost profits. Sonic has no adequate remedy at law to redress all of the injuries the defendants have caused and intend to cause by their conduct. Sonic will continue to suffer irreparable damage and to sustain lost profits until the defendants' actions alleged above are enjoined by this Court.

FIRST CAUSE OF ACTION COPYRIGHT INFRINGEMENT

17 U.S.C. (S)(S). 101 et seq.
Against Spruce

41. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

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42. By means of the actions complained of herein, Spruce has infringed and will continue to infringe Sonic's copyrights in and relating to DVDit!, by producing, distributing, and placing upon the market products or portions thereof that were copied from or are derivative works of Sonic's copyrighted DVDit! application.

43. Sonic is entitled to an injunction restraining Spruce, its officers, agents and employees, and all persons acting in concert with them, from engaging in further such acts in violation of the copyright laws.

44. Sonic is further entitled to recover from Spruce the damages it has sustained and will sustain as a result of Spruce's violations of the copyright laws. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Spruce the gains, profits and advantages it obtained as a result of its wrongful acts as hereinabove alleged. Sonic at present is unable to ascertain the full extent of the gains, profits, and advantages Spruce has obtained by reason of its aforesaid acts of copyright infringement.

SECOND CAUSE OF ACTION
MISAPPROPRIATION OF TRADE SECRETS

California Civil Code (S).(S). 3426 et seq.
Against All Defendants

45. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

46. Sonic is informed and believes and based thereon alleges that Paulsen possessed information that is not generally known to the public or to other persons who can obtain economic value from its disclosure or use, is the subject of efforts by Sonic to maintain its secrecy, and derives independent economic value from not being generally known, such information constitutes "trade secrets" under California Civil Code (S). 3426.1.

47. Sonic is informed and believes and based thereon alleges that Spruce misappropriated Sonic's trade secrets by acquiring those trade secrets when it knew or should have known that the trade secrets were being acquired from an individual or entity who owed a duty to Sonic to maintain the secrecy of its trade secrets or to limit their use, or who

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acquired Sonic's trade secrets under circumstances giving rise to a duty to maintain their secrecy or limit their use, and by disclosing or using Sonic's trade secrets without its express or implied consent.

48. Sonic is entitled to an injunction restraining defendants and each of them, their officers, agents, employees, and all persons acting in concert with them, from engaging in further such unlawful acts and from reaping any additional commercial advantage from their misappropriation of Sonic's trade secrets.

49. Sonic is entitled to recover from the defendants and each of them the damages sustained by it as a result of defendants' misappropriation of trade secrets. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from defendants and each of them the gains, profits, advantages, and unjust enrichment they have obtained as a result of their wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, advantages and unjust enrichment. However, Sonic is informed and believes and based thereon alleges that the damages sustained by Sonic and gains, profit and unjust enrichment obtained by each defendant as a result of their wrongful acts exceed \$20,000.

50. Defendants' acts of misappropriation were both willful and malicious, and therefore Sonic is entitled to exemplary damages against each such defendant.

THIRD CAUSE OF ACTION
BREACH OF CONTRACT

Against Paulsen

51. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

52. Sonic's Agreement with Paulsen constituted a valid and enforceable contract. 53. Sonic is informed and believes and based thereon alleges that Paulsen breached the Agreement by actions including but not limited to: disclosing to Spruce confidential information that belongs to Sonic, including but not limited to information about the marketing and development of DVDit!; engaging in business on behalf of Spruce while in the

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employ of Sonic; soliciting and hiring other Sonic employees to work for Spruce either before or after the termination of his employment with Sonic, or both; and using Sonic's confidential employee information to raid Sonic's employees and entice them to work for Spruce.

54. Sonic has performed or been excused from performing all obligations under the Agreement, and all conditions precedent, if any, to Paulsen's obligations under pertinent provisions of the Agreement have been satisfied.

55. By reason of the foregoing acts and conduct of Paulsen, Sonic is entitled to recover from Paulsen the damages sustained by it as a result of Paulsen's breach of contract. The amount of such damages cannot be determined at this time.

56. By reason of the foregoing acts and conduct of the defendants, Paulsen is guilty of oppression, fraud or malice, and therefore Sonic is entitled to exemplary damages.

FOURTH CAUSE OF ACTION
INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

Against All Defendants

57. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

58. Sonic's Agreements with Paulsen and other employees constituted valid and enforceable contracts.

59. Defendants and each of them knew or should have known of the existence of these contracts at all relevant times.

60. Sonic is informed and believes and based thereon alleges that Spruce wrongfully, intentionally, and without justification caused and persuaded Paulsen to breach the Agreement.

61. Sonic is informed and believes and based thereon alleges that defendants and each of them wrongfully, intentionally, and without justification attempted to cause and persuade other Sonic employees to breach their Agreements.

62. By reason of the foregoing acts and conduct of the defendants, Sonic is entitled to recover from defendants and each of them the damages sustained by it as a result of

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defendants' intentional interference with Sonic's contractual relations. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from defendants and each of them the gains, profits, advantages, and unjust enrichment it has obtained as a result of its wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, advantages and unjust enrichment.

63. By reason of the foregoing acts and conduct of the defendants, Spruce is guilty of oppression, fraud or malice, and therefore Sonic is entitled to exemplary damages.

FIFTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY

Against Paulsen

64. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

65. Defendant Paulsen, entrusted with Sonic's trade secrets and other confidential information and contractually bound by a confidentiality agreement, owed Sonic a fiduciary duty to act in the utmost good faith toward Sonic, not take unfair advantage of it, and not disclose or misuse any of Sonic's confidential, proprietary or trade secret information.

66. Sonic has performed all obligations owed to defendant Paulsen.

67. Sonic is informed and believes and based thereon alleges that Paulsen knowingly and intentionally breached his fiduciary duties to Sonic by, among other actions: recruiting Sonic employees on behalf of Spruce while employed by Sonic; using Sonic's confidential information, including customer and prospective customer lists, product pricing information, product development information, and information on the salaries, abilities, and experiences of Sonic employees, including to recruit Sonic employees for Spruce; disclosing Sonic's confidential information to Spruce; failing to inform Sonic of the intention of other employees to leave Sonic and join Spruce and Spruce's intentions toward Sonic; and soliciting Sonic customers on behalf of Spruce.

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68. As a result of these breaches of duty by Paulsen, Sonic has suffered and will continue to suffer the loss of profits and goodwill, and defendants have been unjustly enriched by their use of Sonic's confidential information in violation of the rights of Sonic.

69. Sonic is entitled to an injunction restraining Paulsen, his agents, employees, and all persons acting in concert with him, from further breaching his fiduciary duties. Sonic has already suffered irreparable harm from the conduct of Paulsen, and Sonic will continue to suffer irreparable harm until his actions alleged above are enjoined by this Court.

70. Sonic is entitled to recover from Paulsen the damages sustained by it as a result of his breaches of his fiduciary duties. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Paulsen the gains, profits, advantages, and unjust enrichment he has obtained as a result of these breaches. Sonic is at present unable to ascertain the full extent of these gains, profits, advantages and unjust enrichment.

SIXTH CAUSE OF ACTION
BREACH OF OBLIGATIONS UNDER CALIFORNIA LABOR CODE

Against Paulsen

71. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

72. By engaging in the conduct alleged above, defendant Paulsen has breached his obligations under California Labor Code sections 2854, 2856, 2860, 2863 and 2865.

73. Sonic is entitled to an injunction restraining Paulsen, his agents, employees, and all persons acting in concert with him, from further breaching his obligations under the California Labor Code. Sonic has already suffered irreparable harm from the conduct of Paulsen, and Sonic will continue to suffer irreparable harm until his actions alleged above are enjoined by this Court.

74. Sonic is entitled to recover from Paulsen the damages sustained by it as a result of his breaches of his obligations under the California Labor Code. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Paulsen the gains, profits, advantages, and unjust enrichment he has obtained as a result of these

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breaches. Sonic is at present unable to ascertain the full extent of these gains, profits, advantages and unjust enrichment.

SEVENTH CAUSE OF ACTION
FALSE ADVERTISING OR PROMOTION UNDER SECTION 43(a)
OF THE LANHAM ACT

15 U.S.C. (S). 1125(a)
Against Spruce

75. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

76. Sonic is informed and believes and based thereon alleges that Spruce has made false or misleading representations of fact that misrepresent the nature, characteristics, or qualities of its own and Sonic's goods, services, and/or commercial activities in its commercial advertising and/or promotion.

77. Sonic is entitled to recover from Spruce the damages sustained by it as a result of Spruce's wrongful acts as hereinabove alleged. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Spruce the gains, profits, and advantages it has obtained as a result of their wrongful acts as hereinabove alleged.

78. The conduct of defendants was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

EIGHTH CAUSE OF ACTION
TRADE LIBEL

Against All Defendants

79. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

80. Sonic is informed and believes and based thereon alleges that defendants have made false statements disparaging Sonic and its business goods.

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81. Sonic is informed and believes and based thereon alleges that defendants' false and disparaging statements were made with knowledge of their falsity or with reckless disregard for their truth or falsity.

82. As a proximate result of defendant's publication of the statements, prospective customers have been deterred from buying plaintiff's above-described business goods and from otherwise dealing with plaintiff, and plaintiff has thereby suffered injury to his business and pecuniary loss in an amount that cannot be determined at this time.

83. The conduct of defendants was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

NINTH CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE

Against Spruce

84. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

85. Sonic had and has advantageous business relationships with its customers, including but not limited to OEMs who sell Sonic's software with their devices, distributors, resellers, and end-user consumers.

86. Spruce has been and is aware of these business relationships and of the prospective advantage to be gained by Sonic as a result of them.

87. Spruce intentionally and wrongfully interfered with Sonic's business relationships and is continuing such interference by positioning its SpruceUp software as a replacement for Sonic's DVDit! software in a manner intentionally designed to disrupt Sonic's business and damage Sonic. Spruce has acted wrongfully in using trade secrets, confidential information, and copyrighted expression gained from Sonic, and in disparaging Sonic and its products.

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88. Sonic is entitled to an injunction restraining Spruce, its officers, agents, employees, and all persons acting in concert with them from engaging in further such unlawful conduct.

89. Sonic is entitled to recover from defendants and each of them the damages sustained by it as a result of Spruce's ongoing tortious interference with Sonic's prospective business advantage. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from defendants and each of them the gains, profits, and advantages they have obtained as a result of their wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, and advantages.

90. The conduct of defendants and each of them was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

TENTH CAUSE OF ACTION
UNFAIR COMPETITION

California Business & Professions Code (S)(S) 17200 et seq.
Against Spruce

91. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

92. Spruce's aforesaid conduct constitutes unfair, unlawful, and fraudulent business practices in violation of California Business and Professions Code (S) 17200 et seq.

93. These wrongful acts have proximately caused and will continue to cause Sonic substantial injury, including loss of customers, dilution of its goodwill, confusion of potential customers, injury to its reputation, and diminution in value of its confidential information and other proprietary data.

94. Sonic is entitled to an injunction restraining Spruce, its officers, agents, employees, and all persons acting in concert with them from engaging in further such unlawful conduct.

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95. Sonic is entitled to recover from Spruce the damages sustained by it as a result of Spruce's wrongful acts as hereinabove alleged. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Spruce the gains, profits, and advantages it has obtained as a result of its wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, and advantages, but Sonic is informed and believes and based thereon alleges that Spruce has obtained such gains, profits, and advantages in an amount exceeding \$20,000.

96. The conduct of defendants was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

ELEVENTH CAUSE OF ACTION
COMMON LAW UNFAIR COMPETITION

Against Spruce

97. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

98. Spruce, in the course of its business activities, has engaged in unfair competition by engaging in the conduct alleged herein.

99. The acts alleged herein have provided Spruce with an improper and unfair competitive advantage in the marketing and sale of competing products, and otherwise constitute unfair competition under the common law of the State of California.

100. As a proximate result of Spruce's actions, Sonic has been damaged in an amount to be proved at trial.

101. Sonic is entitled to recover from Spruce the damages sustained by it as a result of Spruce's wrongful acts as hereinabove alleged. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from Spruce the gains, profits, and advantages it has obtained as a result of their wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, and advantages,

<PAGE>

but Sonic is informed and believes and based thereon alleges that Spruce has obtained such gains, profits, and advantages in an amount exceeding \$20,000.

102. The conduct of defendants was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

TWELFTH CAUSE OF ACTION
CIVIL CONSPIRACY

Against All Defendants

103. Sonic incorporates by reference each and every allegation set forth in Paragraphs 1 through 40, inclusive.

104. Sonic is informed and believes and based thereon alleges that defendants conspired with each other to improperly solicit Sonic's employees, customers and prospective customers, and to misappropriate and use Sonic's trade secrets and confidential and proprietary information to interfere with Sonic's prospective business advantage for their own profit and gain, all to the detriment of Sonic.

105. Sonic is entitled to recover from defendants and each of them the damages sustained by it as a result of defendants wrongful acts as hereinabove alleged. The amount of such damages cannot be determined at this time. Sonic is further entitled to recover from defendants and each of them the gains, profits, and advantages they have obtained as a result of their wrongful acts as hereinabove alleged. Sonic is at present unable to ascertain the full extent of these gains, profits, and advantages, but Sonic is informed and believes and based thereon alleges that each defendant has obtained such gains, profits, and advantages in an amount exceeding \$20,000.

106. The conduct of defendants and each of them was and is fraudulent, oppressive, malicious, and in conscious disregard of the rights of Sonic, and Sonic is therefore entitled to punitive damages against each such defendant.

PRAYER FOR RELIEF

WHEREFORE, Sonic prays for judgment against the defendants as follows:

<PAGE>

1. That Spruce be held to have infringed Sonic's copyrights in DVDit!.
2. That defendants each be held to have misappropriated Sonic's trade secrets.
3. That Paulsen be held to have breached his Invention and Confidential Information Agreement with Sonic.
4. That Spruce be held to have intentionally interfered with and induced Paulsen's breach of his Agreement with Sonic, and that defendants each be held to have intentionally interfered with and attempted to induce other Sonic employees to breach their Agreements.
5. That Paulsen be held to have breached his fiduciary duties to Sonic.
6. That Paulsen be held to have breached his obligations to Sonic under California Labor Code sections 2854, 2856, 2860, 2863, and 2865.
7. That Spruce be held to have engaged in false advertising and promotion in violation of section 43(a) of the Lanham Act.
8. That defendants each be held to have committed trade libel by their disparagement of Sonic and its goods.
9. That Spruce be held to have tortiously interfered with Sonic's prospective business advantage.
10. That Spruce be held to have committed unfair, unlawful and fraudulent business practices in violation of California Business and Professions Code, Section 17200 et seq.
11. That Spruce be held to have engaged in unfair competition under California common law.
12. That defendants each be held to have engaged in civil conspiracy.
13. That Spruce, its directors, officers, agents, servants, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly infringing Sonic's copyrights in its DVDit! or continuing to market, offer, sell, dispose of, license, lease, transfer, display, advertise, reproduce, develop or manufacture any works derived or copied from DVDit! or to participate or assist in any such activity.
14. That Spruce be enjoined to recall from all distributors, wholesalers, jobbers, dealers, retailers, customers and distributors, and all others known to Spruce any originals,

<PAGE>

copies, facsimiles, or duplicates of any works shown by the evidence to infringe any Sonic copyright.

15. That Spruce be enjoined to deliver upon oath, for destruction pursuant to judgment herein, all originals, copies, facsimiles, or duplicates of any work shown by the evidence to infringe any Sonic copyright.

16. That Spruce be required to file with the Court and to serve on Sonic, within 30 days after service of the Court's order as herein prayed, a report in writing under oath setting forth in detail the manner and form in which it has complied with the Court's order.

17. That judgment be entered for Sonic against Spruce, for Sonic's actual damages according to proof, and for any additional profits attributable to infringements of Sonic's copyrights, in accordance with proof.

18. That judgment be entered for Sonic and against Spruce for statutory damages based upon its acts of infringement, pursuant to the Copyright Act of 1976, 17 U.S.C.(S)(S)101 et seq.

19. That Spruce, its directors, officers, agents, servants, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly misappropriating Sonic's trade secrets, or from reaping any additional commercial advantage from such misappropriation.

20. That Paulsen, his agents, servants, employees, and all other persons in active concert or privity or in participation with him, be enjoined from further breaching his fiduciary duties to Sonic.

21. That Paulsen, his agents, servants, employees, and all other persons in active concert or privity or in participation with him, be enjoined from further breaching his obligations under the California Labor Code.

22. That Spruce, its directors, officers, agents, servants, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly interfering with Spruce's prospective business advantage.

<PAGE>

23. That Spruce, its directors, officers, agents, servants, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly engaging in unfair, unlawful and fraudulent business practices.

24. That defendants each be required to account for all gains, profits, and advantages derived from their acts of infringement and for their other violations of law.

25. That all gains, profits, and advantages derived by defendants from their acts of infringement and other violations of law be deemed to be in constructive trust for the benefit of Sonic.

26. That judgment be entered for Sonic and against Spruce, for trebling of the damages awarded.

27. That Sonic be awarded punitive and exemplary damages against defendants.

28. That Sonic have judgment against defendants for its costs and attorneys' fees.

29. That the Court grant such other, further, and different relief as the Court deems proper under the circumstances.

DATED: December 5, 2000

Respectfully submitted,

HELLER EHRMAN WHITE & MCAULIFFE LLP

By /s/ Stanley Young

STANLEY YOUNG
Attorneys for Plaintiff
SONIC SOLUTIONS

<PAGE>

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues triable by a jury.

DATED: December 5, 2000

Respectfully submitted,

HELLER EHRMAN WHITE & MCAULIFFE LLP

By /s/ Stanley Young

STANLEY YOUNG
Attorneys for Plaintiff
SONIC SOLUTIONS

[[1]]FINEDG:[87708.TX]00026.PIP
[[1]]SONIC SOLUTIONS

EDGAR only
FORM 8-K

EDG: 12-DEC-2000 00:07 BLK: 00-000-0000 00:00
R.R. Donnelley (415) 296-7071 13546 V3.1

Page 27

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EXHIBIT A

[Heller Ehrman Attorneys Letterhead]

November 28, 2000

Sheila N. Weinberger
sweinberger@hewm.com
(650) 324-7115
Main (650) 324-7000
Fax (650) 324-0638

14050-0017

Register of Copyrights
Library of Congress
Department 100
Washington D.C. 20540

Re: Copyright Application for Computer Program and Request for Expedited
Registration

Dear Registrar:

Please find enclosed a Form TX Application for a work entitled, "DVDit!
1.1 LE". The claim contains trade secrets and we have therefore enclosed
identifying portions of the program which do not include any trade secret
information (first 11 pages and last 12 pages of source code). Also enclosed is
the entire CD-Rom package including the computer program and the User Manual.

I would like to request that this application be expedited to
registration due to impending copyright infringement litigation.

A check in the amount of \$530.00 made payable to the "Register of
Copyrights" is enclosed for the filing fees.

I certify that the above information in this request for expedited
registration is correct to the best of my personal knowledge.

Thank you for your attention to this matter. Please do not hesitate to
contact me if you have any questions concerning this matter.

Very truly yours,

/s/ Sheila N. Weinberger
Sheila N. Weinberger

Enclosures

[[1]]FINEDG:[87708.TX]00027.PIP
 [[1]]SONIC SOLUTIONS

EDGAR only
 FORM 8-K

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 FORM TX [LOGO]
 For a Nondramatic Literary Work
 UNITED STATES COPYRIGHT OFFICE

 Registration Number

 TX TXU

 EFFECTIVE DATE OF REGISTRATION

 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

=====

1 TITLE OF THIS WORK:
 DVDit! 1.01. LE

PREVIOUS OR ALTERNATIVE TITLES:

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of collective work:

If published in a periodical or serial give: Volume: Number: Issue Date: On Pages:

=====

NOTE Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

2 NAME OF AUTHOR:
 a Sonic Solutions

Was this contribution to the work a
 "work made for hire"?
☒ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of: _____
 {Domiciled in: USA

DATES OF BIRTH AND DEATH
 Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
 Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is
 "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed:
 entire computer program and text of user's manual

NAME OF AUTHOR:

b

Was this contribution to the work a
 "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of: _____
 {Domiciled in: _____

DATES OF BIRTH AND DEATH
 Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

If the answer to either of these questions is

Pseudonymous? ☐ Yes ☐ No "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

NAME OF AUTHOR:

c

Was this contribution to the work a
"work made for hire?"

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR {Citizen of:
{Domiciled in:

DATES OF BIRTH AND DEATH

Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

If the answer to either of these questions is

Pseudonymous? ☐ Yes ☐ No

"Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 1999 :Year This information must be given in all cases

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information

ONLY if this work Month: September Day: 24 Year: 1999
has been published

USA

Nation

4 See instructions before completing this space

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as
the author given in space 2.

Sonic Solutions
101 Rowland Way
Novato, CA 94945

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.:

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK: . Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
. See detailed instructions . Sign the form at line 8.

Page 1 of __ pages

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EXAMINED BY	FORM TX
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CHECKED BY	
------------	--

=====

<input type="checkbox"/> CORRESPONDENCE	FOR
Yes	COPYRIGHT
=====	USE
	ONLY

=====

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

=====

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?	5
--	---

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought?
(Check appropriate box.)

- a. ☐ This is the first published edition of a work previously registered in unpublished form.
b. ☐ This is the first application submitted by this author as copyright claimant.
c. ☐ This is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes", give: Previous Registration Number: Year of Registration:

=====

See instructions before completing this space.

DERIVATIVE WORK OR COMPILATION 6
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates: a

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.: b

=====

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.	7
---	---

Name: Account Number: a

=====

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip:	b
--	---

Sheila Weinberger
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301

Area Code and daytime telephone number: 650-324-7115

Email: sweinberger@hewm.com

Fax Number: 650-324-0638

=====

CERTIFICATION* 1. The undersigned, hereby certify that I am the	8
---	---

Check only one: ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☒ authorized agent of Sonic Solutions

Name of author or other copyright claimant,
or owner of exclusive right(s)

of the work identified in this application and that the statements made
by me in this application are correct to the best of my knowledge.

Typed or printed name and date: If this application gives a date of publication in
space 3, do not sign and submit it before that date.

Sheila Weinberger

Date: November 27, 2000

=====
Handwritten signature(X):

X /s/ Sheila Weinberger

=====
As of July 1, 1998, the filing fee for Form TX is \$34. 9
=====

. Complete all necessary spaces
. Sign your application in space 8
=====

1. Application form
 2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
 3. Deposit material
- =====

Library of Congress
Copyright Office
101 Independence Avenue S.E.
Washington, D.C. 30699-8000
=====

Certificate will be mailed in window envelope to this address:

Name:
Sheila Weinberger
Heller Ehrman White & McAuliffe

Number/Street/Apt:
525 University Avenue

City/State/Zip:
Palo Alto, CA 94301

=====
* 17 U.S.C. 506(e): Any person who unknowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999-200,000
WES REV: June 1999
* U.S. GOVERNMENT PRINTING OFFICE: 1999-4554-879/49
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[[1]]SONIC SOLUTIONS

EDGAR only
FORM 8-K

EDG: 11-DEC-2000 22:33
R.R. Donnelley (415) 296-7071

Page 32
BLK: 00-000-0000 00:00
43444 V3.1

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[Heller Ehrman Attorneys Letterhead]

November 28, 2000

Sheila N. Weinberger
sweinberger@hewm.com
(650) 324-7115
Main (650) 324-7000
Fax (650) 324-0638

14050-0017

Register of Copyrights
Library of Congress
Department 100
Washington D.C. 20540

Re: Copyright Application for Computer Program and Request for Expedited
Registration

Dear Registrar:

Please find enclosed a Form TX Application for a work entitled, "DVDit!
1.1 SE". The claim contains trade secrets and we have therefore enclosed
identifying portions of the program which do not include any trade secret
information (first 11 pages and last 13 pages of source code). Also enclosed is
the entire CD-Rom package including the computer program and the User Manual.

I would like to request that this application be expedited to
registration due to impending copyright infringement litigation.

A check in the amount of \$530.00 made payable to the "Register of
Copyrights" is enclosed for the filing fees.

I certify that the above information in this request for expedited
registration is correct to the best of my personal knowledge.

Thank you for your attention to this matter. Please do not hesitate to
contact me if you have any questions concerning this matter.

Very truly yours,

/s/ Sheila N. Weinberger
Sheila N. Weinberger

Enclosures

<PAGE>

FORM TX [LOGO]
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

Registration Number

TX TXU

EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE
CONTINUATION SHEET.

=====

1 TITLE OF THIS WORK:
DVDit! 1.1 SE

PREVIOUS OR ALTERNATIVE TITLES:
DVDit! 1.0.1 LE

PUBLICATION AS A CONTRIBUTION If this work was published as a
contribution to a periodical, serial, or collection, give information
about the collective work in which the contribution appeared.
Title of Collective Work:

If published in a periodical or serial give:
Volume: Number: Issue Date: On Pages:

=====

NOTE
Under the law the "author" of a "work made for hire" is generally the employer,
not the employee (see instructions). For any part of this work that was "made
for hire" check "Yes" in the space provided, give the employer (or other person
for whom the work was prepared) as "Author" of that part, and leave the space
for dates of birth and death blank.

2 NAME OF AUTHOR: DATES OF BIRTH AND DEATH
a Sonic Solutions Year Born: Year Died:

Was this contribution to the work a "work
made for hire"? AUTHOR'S NATIONALITY OR DOMICILE WAS THIS AUTHOR'S
CONTRIBUTION TO THE WORK
If the answer to either
of these questions is
"Yes," see detailed
instructions.
[X] Yes Name of Country Citizen of: _____ Anonymous? [] Yes
[] No OR: Domiciled in: USA [X] No
Pseudonymous? [] Yes
[X] No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this
author in which copyright is claimed:
entire computer program and test of user's manual

b NAME OF AUTHOR: DATES OF BIRTH AND DEATH
Year Born: Year Died:

Was this contribution to the work a "work
made for hire"? AUTHOR'S NATIONALITY OR DOMICILE WAS THIS AUTHOR'S
CONTRIBUTION TO THE WORK
If the answer to either
of these questions is
"Yes," see detailed
instructions.
[] Yes Name of Country Citizen of: _____ Anonymous? [] Yes
[] No OR: Domiciled in: [X] No

Pseudonymous? ☐ Yes
☐ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed:

c NAME OF AUTHOR: DATES OF BIRTH AND DEATH
Year Born: Year Died:

Was this contribution
to the work a "work
made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY
OR DOMICILE
Name of Country

Citizen of: _____
OR:

Domiciled in:

WAS THIS AUTHOR'S
CONTRIBUTION TO THE WORK
If the answer to either
of these questions is

"Yes," see detailed
instructions.

Anonymous? ☐ Yes

☐ No

Pseudonymous? ☐ Yes

☐ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed:

3 a YEAR IN WHICH CREATED OF THIS WORK WAS COMPLETED
This information must be given in all cases. Year: 1999

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Complete this information ONLY if this work has been published.
Month: December Day: 16 Year: 1999 Nation: USA

4 See instructions before completing this space.
COPYRIGHT CLAIMANT(S) Name and address must be given even if the
claimant is the same as the author given in space 2.:
Sonic Solutions
101 Rowland Way
Novato, CA 94945

TRANSFER If the claimant(s) named here in space 4 is (are) different
from the author(s) named in space 2, give a brief statement of how the
claimant(s) obtained ownership of the copyright:

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED _____

ONE DEPOSIT RECEIVED _____

TWO DEPOSITS RECEIVED _____

FUNDS RECEIVED _____

MORE ON BACK: . Complete all applicable spaced (numbers 6-9) on the
reverse side of this page.
. See detailed instructions.
. Sign the form at line 8.

Page 1 of ____ pages

[[1]]FINEDG:[87708.TX]00031.PIP
 [[1]]SONIC SOLUTIONS

EDGAR only
 FORM 8-K

EDG: 12-DEC-2000 14:57 BLK: 00-000-0000 00:00
 R.R. Donnelley (415) 296-7071 68539 V3.1

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FORM TX [LOGO]
 For a Nondramatic Literary Work
 UNITED STATES COPYRIGHT OFFICE

 Registration Number

TX TXU

 EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

=====

1 TITLE OF THIS WORK:
 DVDit!! 2.0 PE

PREVIOUS OR ALTERNATIVE TITLES:
 DVDit! 1.1 SE

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to
 a periodical, serial, or collection, give information about the collective
 work in which the contribution appeared. Title of collective work:

If published in a periodical or serial give: Volume: Number: Issue Date: On Pages:

=====

NOTE Under the law, the "author" of a "work made for hire" is generally the employer, not the
 employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the
 space provided, give the employer (or other person for whom the work was prepared) as "Author" of
 that part, and leave the space for dates of birth and death blank.

2 NAME OF AUTHOR:
 a Sonic Solutions

Was this contribution to the work a
 "work made for hire"?
☒ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of: _____
 {Domiciled in: USA

DATES OF BIRTH AND DEATH
 Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
 Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is
 "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
 copyright is claimed:
 entire computer program and text of user's manual

NAME OF AUTHOR:

b

Was this contribution to the work a
 "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of: _____
 {Domiciled in: _____

DATES OF BIRTH AND DEATH
 Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

If the answer to either of these questions is

Pseudonymous? ☐ Yes ☐ No "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

NAME OF AUTHOR:

c

Was this contribution to the work a
"work made for hire?"

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR {Citizen of:
{Domiciled in:

DATES OF BIRTH AND DEATH

Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is
"Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 2000 :Year This information must be given in all cases

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information

ONLY if this work Month: June Day: 29 Year: 2000
has been published

USA

Nation

4 See instructions before completing this space

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as
the author given in space 2.

Sonic Solutions
101 Rowland Way
Novato, CA 94945

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.:

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK: . Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
. See detailed instructions . Sign the form at line 8.

Page 1 of __ pages

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EXAMINED BY	FORM TX
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CHECKED BY	
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=====

<input type="checkbox"/> CORRESPONDENCE	FOR
Yes	COPYRIGHT
=====	USE
	ONLY

=====

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

=====

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?	5
--	---

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought?
(Check appropriate box.)

- a. ☐ This is the first published edition of a work previously registered in unpublished form.
b. ☐ This is the first application submitted by this author as copyright claimant.
c. ☐ this is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes", give: Previous Registration Number: Year of Registration:

=====

See instructions before completing this space.

DERIVATIVE WORK OR COMPILATION 6
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates: a
DVDit! 1.1 SE

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed: updated source code and additional functionality	b
---	---

=====

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.	7
---	---

Name: Account Number: a

=====

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip: Sheila Weinberger Heller Ehrman White & McAuliffe 525 University Avenue Palo Alto, CA 94301	b
--	---

Area Code and daytime telephone number: 650-324-7115

Email: sweinberger@hewm.com

Fax Number: 650-324-0638

=====

CERTIFICATION* 1. The undersigned, hereby certify that I am the	8
---	---

Check only one: ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☒ authorized agent of Sonic Solutions

Name of author or other copyright claimant,
or owner of exclusive right(s)

of the work identified in this application and that the statements made
by me in this application are correct to the best of my knowledge.

Typed or printed name and date: If this application gives a date of publication in
space 3, do not sign and submit it before that date.

Sheila Weinberger

Date: November 27, 2000

=====
Handwritten signature(X):

X /s/ Sheila Weinberger

=====
As of July 1, 1999, the filing fee for Form TX is \$30. 9

=====
. Complete all necessary spaces
. Sign your application in space 8
=====

1. Application form
 2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
 3. Deposit material
- =====

Library of Congress
Copyright Office
101 Independence Avenue S.E.
Washington, D.C. 20559-8000
=====

Certificate will be mailed in window envelope to this address:

Name:
Sheila Weinberger
Heller Ehrman White & McAuliffe

Number/Street/Apt:
525 University Avenue

City/State/Zip:
Palo Alto, CA 94301

=====
* 17 U.S.C. 506(e): Any person who unknowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999-200,000
WES REV: June 1999
* U.S. GOVERNMENT PRINTING OFFICE: 1999-4554-879/49
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[[1]]FINEDG:[87708.TX]00033.PIP
 [[1]]SONIC SOLUTIONS

EDGAR only
 FORM 8-K

EDG: 12-DEC-2000 12:38 BLK: 00-000-0000 00:00
 R.R. Donnelley (415) 296-7071 68539 V3.1

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FORM TX [LOGO]
 For a Nondramatic Literary Work
 UNITED STATES COPYRIGHT OFFICE

Registration Number

TX TXU

EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

1 TITLE OF THIS WORK:
 DVDit!! 1.01. LE

PREVIOUS OR ALTERNATIVE TITLES:

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of collective work:

If published in a periodical or serial give: Volume: Number: Issue Date: On Pages:

NOTE Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

2 NAME OF AUTHOR:
 a Sonic Solutions

Was this contribution to the work a
 "work made for hire"?
☒ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of:
 {Domiciled in: USA

DATES OF BIRTH AND DEATH

Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
 Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is
 "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed:
 entire computer program and text of user's manual

NAME OF AUTHOR:

b

Was this contribution to the work a
 "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR {Citizen of:
 {Domiciled in:

DATES OF BIRTH AND DEATH

Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

If the answer to either of these questions is

Pseudonymous? ☐ Yes ☐ No "Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

NAME OF AUTHOR:

c

Was this contribution to the work a
"work made for hire?"

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR {Citizen of:
{Domiciled in:

DATES OF BIRTH AND DEATH

Year Born: Year Died:

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

If the answer to either of these questions is

Pseudonymous? ☐ Yes ☐ No

"Yes", see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which
copyright is claimed:

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 1999 :Year This information must be given in all cases

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information

ONLY if this work Month: September Day: 24 Year: 1999

has been published

USA

Nation

4 See instructions before completing this space

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as
the author given in space 2.

Sonic Solutions
101 Rowland Way
Novato, CA 94945

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.:

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK: . Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
. See detailed instructions . Sign the form at line 8.

Page 1 of __ pages

</TABLE>

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<S>

<C>
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EXAMINED BY	FORM TX
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CHECKED BY	
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=====

<input type="checkbox"/> CORRESPONDENCE	FOR
Yes	COPYRIGHT
=====	USE
	ONLY

=====

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

=====

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?	5
--	---

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought?
(Check appropriate box.)

- a. ☐ This is the first published edition of a work previously registered in unpublished form.
b. ☐ This is the first application submitted by this author as copyright claimant.
c. ☐ This is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes", give: Previous Registration Number: Year of Registration:

=====

See instructions before completing this space.

DERIVATIVE WORK OR COMPILATION 6
Preexisting Material Identify any preexisting work or works that this work is based on or incorporates: a

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.: b

=====

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.	7
---	---

Name: Account Number:

=====

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip:	b
--	---

Sheila Weinberger
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301

Area Code and daytime telephone number: 650-324-7115

Email: sweinberger@hewm.com

Fax Number: 650-324-0638

=====

CERTIFICATION* 1. The undersigned, hereby certify that I am the	8
---	---

Check only one: ☐ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☒ authorized agent of Sonic Solutions

Name of author or other copyright claimant,
or owner of exclusive right(s)

of the work identified in this application and that the statements made
by me in this application are correct to the best of my knowledge.

Typed or printed name and date: If this application gives a date of publication in
space 3, do not sign and submit it before that date.

Sheila Weinberger

Date: November 27, 2000

=====
Handwritten signature(X):

X /s/ Sheila Weinberger

=====
As of July 1, 1999, the filing fee for Form TX is \$30. 9
=====

. Complete all necessary spaces
. Sign your application in space 8
=====

1. Application form
 2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
 3. Deposit material
- =====

Library of Congress
Copyright Office
101 Independence Avenue S.E.
Washington, D.C. 20599-8000
=====

Certificate will be mailed in window envelope to this address:

Name:
Sheila Weinberger
Heller Ehrman White & McAuliffe

Number/Street/Apt:
525 University Avenue

City/State/Zip:
Palo Alto, CA 94301

=====
* 17 U.S.C. 506(e): Any person who unknowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999-200,000
WES REV: June 1999
* U.S. GOVERNMENT PRINTING OFFICE: 1999-4554-879/49
</TABLE>

<PAGE>

FOR COPYRIGHT OFFICE USE ONLY

EXAMINED BY FORM TX

CHECKED BY

CORRESPONDENCE

[] Yes

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE
CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? 5

[] Yes If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

- [X] No
- a. [] This is the first published edition of a work previously registered in unpublished form.
 - b. [] This is the first application submitted by this author as copyright claimant.
 - c. [] This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give:
Previous Registration Number:
Year of Registration:

See instructions before completing this space. a 6

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.:

DVDit! 1.0.1 LE

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed: b

updated source code and additional functionality

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of account. a 7

Name: Account Number:

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/ZIP:

Sheila Weinberger
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301

Area code and daytime telephone number: 650-324-7115

Fax number: 650-324-0638

Email: sweinberger@hewm.com

CERTIFICATION* I, the undersigned, hereby certify that I am the 8

- Check only one: [] author
[] other copyright claimant
[] owner and exclusive right(s)
[X] authorized agent of Sonic Solutions

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s)

Typed or printed name and date: If this applications gives a date of publication in space 3, do not sign and submit it before that date.

Shelia Weinberger

Date: November 27, 2000

Handwritten signature (X):

X /s/ Sheila Weinberger

=====

As of July 1, 1999, the filing fee for Form TX is \$34.

9

- . Complete all necessary spaces
- . Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue S.E.
Washington, D.C. 30699-8000

Certificate will be mailed in window envelope to this address:

Name:

Shelia Weinberger
Heller Ehrman White & McAuliffe

Number/Street/Apt.:

525 University Avenue

City/State/ZIP:

Palo Alto, CA 94301

=====

* 17 U.S.C. 506(e): Any person who unknowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999-200,000

WES REV: June 1999

*U.S. GOVERNMENT PRINTING OFFICE: 1999-4554-879/49

<PAGE>

[LETTERHEAD OF HELLER EHRMAN WHITE & MCAULIFFE LLP]

November 28, 2000

Register of Copyrights
Library of Congress
Department 100
Washington D.C. 20540

Re: Copyright Application for Computer Program and Request for Expedited
Registration

Dear Registrar:

Please find enclosed a Form TX Application for a work entitled, "DVDit! 2.0 PE". the claim contains trade secrets and we have therefore enclosed identifying portions of the program which do not include any trade secret information (first 11 pages and last 12 pages of source code). Also enclosed is the entire CD-Rom package including the computer program and a user manual.

I would like to request that this application be expedited to registration due to impending copyright infringement litigation.

A check in the amount of \$530.00 made payable to the "Register of Copyrights" is enclosed for the filing fees.

I certify that the above information in this request for expedited registration is correct to the best of my personal knowledge.

Thank you for your attention to this matter. Please do not hesitate to contact me if you have any questions concerning this matter.

Very truly yours,

/s/ Sheila N. Weinberger

Sheila N. Weinberger

Enclosures

<PAGE>

<TABLE>

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<C>
FORM TX [LOGO]
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE
=====

REGISTRATION NUMBER

TX TXU
=====

EFFECTIVE DATE OF REGISTRATION

Month Day Year
=====

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK
DVDit! 2.0 PE

PREVIOUS OR ALTERNATIVE TITLES
DVDit! 1.1 SE

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

2 NAME OF AUTHOR
a Sonic Solutions

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
☒ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR {Citizen of _____}

{Domiciled in USA _____}

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.
entire computer program and text of user's manual

NOTE under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NAME OF AUTHOR
b

DATES OF BIRTH AND DEATH
Year Born Year Died

was this contribution to the work a "work made for hire"?
☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR {Citizen of _____}

{Domiciled in _____}

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☐ No If the answer to either of these questions is "Yes," see detailed instruction
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP (Briefly describe nature of material created by this author in which copyright is claimed.

NAME OF AUTHOR

DATES OF BIRTH AND DEATH
Year Born Year Died

c

was this contribution to the work a "work made for hire"?

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
If the answer to

☐ Yes OR {Citizen of _____} Anonymous? ☐ Yes ☐ No either of these
☐ No {Domiciled in _____} Pseudonymous? ☐ Yes ☐ No questions is
"Yes," see
detailed
instructions.

NATURE OF AUTHORSHIP (Briefly describe nature of material created by this author in which copyright is claimed.)

=====

3	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED	DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
a	2000 Year This information must be given in all cases.	b Complete this information Month June Day 29 Year 2000 ONLY if this work has been published. USA

		Nation

=====

4 See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the
claimant is the same as the author given in space 2.
Sonic Solutions
101 Rowland Way
Novato, CA 94945

APPLICATION RECEIVED
DO NOT WRITE HERE OFFICE USE ONLY

ONE DEPOSIT RECEIVED

Transfer If the claimant(s) named here in space 4 is (are)
different from the author(s) named in space 2, give a brief
statement of how the claimant(s) obtained ownership of the
copyright.

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

=====

MORE ON BACK	. Complete all applicable spaces (numbers 5-9) on the reverse side of this page.	DO NOT WRITE HERE
	. See detailed instructions. . Sign the form at line 8.	Page 1 of ____ pages

</TABLE>

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EXAMINED BY FORM TX

CHECKED BY

[] CORRESPONDENCE FOR
Yes COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE
CONTINUATION SHEET.

<TABLE>

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=====

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made 5
in the Copyright Office?

[] Yes [X] No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) .

a. [] This is the first published edition of a work previously registered in unpublished form.

b. [] This is the first application submitted by this author as copyright claimant.

c. [] This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number . Year of Registration .

=====

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. . a 6

DVDit! 1.01 LE

=====

Material Added to This Work Give a brief, general statement of the material that has been added to this work and
in which copyright is claimed. . b

updated source code and additional functionality

=====

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright a 7
Office, give name and number of Account.

Name . Account Number .

=====

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/ b
Apt/City/State/ZIP .

Sheila Weinberger
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, CA 94301

Area code and daytime telephone number. 650-324-7115 Fax number . 650-324-0638

Email .
sweinberger@hewm.com

=====

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one . [] author
[] other copyright claimant
[] owner of exclusive right(s)
of the work identified in this application and that the statements [X] authorized agent of Sonic Solutions

made by me in this application are correct to the best of my Name of author or other copyright
knowledge. claimant, or owner of exclusive
right(s) .

Typed or printed name and date . If this application gives a date of publication in space 3, do not sign and submit
it before that date.

Sheila Weinberger

Date . November 27, 2000

Handwritten signature (X) .

X /s/ Sheila Weinberger

Certificate will be mailed in window envelope to this address:	Name . Sheila Weinberger Heller Ehrman White & McAuliffe Number/Street/Apt . 525 University Avenue City/State/Zip . Palo Alto, CA 94301	. Complete all necessary spaces . Sign your application in space ? ----- 1. Application form 2. Nonrefundable filing fee in check or money order payable to Register of Copyrights 3. Deposit material ----- Library of Congress Copyright Office 101 Independence Avenue, S.E. Washington, D.C. 20550-8000	As of July 1, 1999, the filing fee for Form TX is \$ 34.
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</TABLE>

*17 U.S.C. (S) 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999--200,000
WEB REV: June 1999

*Printed on
Recycled Paper

*U.S. GOVERNMENT PRINTING
OFFICE: 1999-454-879/49

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FILING FEE	Cash	CK	Other	D.A.		\$	90.00
DOCUMENT RECORDATION FEE	Cash		Other	D.A.		\$	
OTHER SERVICES	Cash		Other	D.A.		\$	
Total							\$ 1590.00

D.A. NAME	No.:
received	services Estimate given by
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Form(s) 3 TX	Certifications \$
No. of Copies/of set of I.D. Material, CD-Rom	Other \$
Document(s) Package for each (3)&	
Correspondence User Manuals	TOTAL \$
Cover Letter 3	REFER TO
Other	

title DVDit! 2.0 P E DVDit! 1.0.1 L E
DVDit! 1.1 S E

received from Heller Ehrman representing phone
city, state, Zip Palo Alto, CA. 94301

received/approved by /s/ [ILLEGIBLE]^ date 11/30/2000 time 11:28

correspondence [] Date: ETN: Examiner:

routing	M.C. Notified: Date/Time	Initials	Initials of Expediter
	in out		in out
	DATE/TIME DATE/TIME INITIALS		DATE/TIME DATE/TIME INITIALS
Mail Room			Selection
Data Prep			Cataloging
Examining			CPU
Exam. D.O*.			Documents Unit (Docs.)
D & A*.			
Reg Numbering			(*for Special Relief Cases only)

certificate(s)/ [X] Deliver to [] Regular [] Other Account no.:
document(s) Public Office Mail Telephone no.:
Initials Remitter Called: Date/Time Initials
Date

Contact: John Jennison Telephone: (703) 415-1640

[] Delivered to Certs. & Docs. By: Received By: Date:

Picked up by: Date:

notes registration (or vol. & Page) no.(s)

receipt request

[[1]]FINEDG:[87708.TX]00039.PIP
[[1]]SONIC SOLUTIONS

EDGAR only
FORM 8-K

EDG: 12-DEC-2000 21:12
R.R. Donnelley (415) 296-7071

BLK: 00-000-0000 00:00
871 V3.1

Page 51

for

SPECIAL HANDLING

If you are filing an application for registration, please read the
note on the reverse.
</TABLE>

<PAGE>

EXHIBIT B

[LOGO] SONIC SOLUTIONS

Invention and Confidential Information Agreement

IN CONSIDERATION of my employment by, or retention of, SONIC SOLUTIONS, a California Corporation, on its own behalf and/or as General Partner of SIRIUS AUDIO, a California Limited Partnership (collective, the "Company"), and the compensation to be paid to me in connection with such employment or consulting:

1. I shall perform for the Company such duties as may be designated by the Company from time to time, which may include the functions of inventing, discovering, and developing new and novel devices, methods, and principles relating to the work of the Company.
2. I shall, by written notice, promptly disclose to the Company in confidence all inventions, including new concepts, ideas, algorithms, processes, formulas, methods, compositions, techniques, and improvements thereof or know-how related thereto, whether patentable or copyrightable or not (collectively hereinafter "Inventions") conceived or made by me, alone, or with others, while employed or retained by the Company, and all patent applications filed by me within one year after termination of my employment or consulting with the Company.
3. I shall not disclose to the Company, or use in my work for the Company, any inventions or confidential information belonging to others.
4. I shall assign and do hereby assign to the Company my entire rights to any inventions conceived or made by me, I alone, or with others, which are made with the Company's equipment, supplies, facilities, or trade secrets, or conceived or made by me during the hours I am employed by the Company, or which relate to the business of the Company, or to actual or demonstrably anticipated research or development of the Company, or which result from any work performed by me for the Company; provided, however, that this Agreement does not apply to any inventions which are protected by Section 2870 of the California Labor Code.
5. I shall assist the Company at its expense to obtain, renew, and enforce patents and/or copyright protection for all inventions I assign to the Company pursuant to paragraph 4 in all countries and shall execute, acknowledge, and deliver all documents necessary or desirable for vesting in the Company all my right, title, and interest in and to such Inventions, and in and to letters, patent, and copyright of the United States and other countries.
6. Because of my employment by, or consulting with, the Company, I may have access to and acquire techniques, know-how, or other information of a confidential nature concerning the Company's experimental and development work, trade secrets, secret procedures, business matter, or affairs including, but not limited to, information relating to Inventions, disclosures, processes, patents, patent applications, materials, research activities and plans, cost of production, contract forms, prices, volume of sales, promotional methods, and lists of names or classes of customers. I will not disclose any such information to any person or entity either during or subsequent to my employment or consulting, without the Company's prior written consent, except to such an extent as may be necessary in the ordinary course of performing my duties as an employee or consultant of the Company. Information shall, for purposes of this Agreement, be considered to be confidential if not known by the trade generally, even though such information has been disclosed to one or more third parties pursuant to distributor or manufacturer's representative agreements, joint research agreements, or other agreements entered into by the Company or any of its affiliates. Confidential information means information disclosed to me or known to me as a consequence of or through my employment by, or consulting with, the Company, whether or not related to my duties at the Company, and includes trade secrets or any other like information of value relating to the business and/or field of interest of the Company, or of any corporation, firm, or partnership directly or indirectly controlled by or controlling the Company or in which any of the aforesaid have more than ten percent (10%) ownership interest.
7. I shall use my best efforts to protect and guard confidential information. Except as required in my duties to the Company, I will never directly or

indirectly use, disseminate, disclose, lecture upon, or publish articles concerning confidential information.

8. I represent that I have listed and briefly described on the back of this Agreement all inventions, if any, which I conceived or made prior to my employment by, or consulting for, the Company and which I wish to exclude from this Agreement.
9. I represent that to the best of my knowledge, there is no other contract to assign Inventions that is now in existence between myself and any other person, corporation, or partnership unless I have so indicated on the back of this Agreement and unless a copy of any such other contract is attached hereto.
10. Upon termination of my employment or consulting with the Company for any reason, I will turn over to the Company all notes, memoranda, source and machine code, records, reports, drawings, blueprints, manuals, materials, and data containing confidential information of the Company, including all copies thereof that I may then have in my possession or under my control.
11. This Agreement shall be governed by the laws of the State of California as if it were entered into and entirely performed within California. Each covenant shall be independent and separate from all other covenants, and the invalidity of a covenant shall not affect the enforceability of any of the other covenants. For purposes of this Agreement, the business of the Company shall include the business of any corporation, firm, or partnership, directly or indirectly controlled by or controlling the Company or in which any of the foregoing, including the Company, have more than ten percent (10%) ownership interest. This Agreement shall inure to the benefit of the Company and any successor or assignee of the Company and shall be binding upon my heirs, administrators, and representatives.

Signed this 13 day of August 1993, effective from and after the date of commencement of my employment by, or consulting for, the Company.

EMPLOYEE /s/ Kirk E. Paulsen

FOR SONIC SOLUTIONS

(Signature)

KIRK E. PAULSEN

BY _____

(Print name)

ADDRESS 60 W. Barbaree Way

TITLE _____

TIBURON CA 94901

USE BACK OF THIS AGREEMENT FOR RESERVED INVENTIONS CONCEIVED OR MADE PRIOR TO EXECUTION OF THIS AGREEMENT AND BRIEF DESCRIPTIONS THEREOF AND OTHER CONTRACTS.

<PAGE>

EXHIBIT C

[LETTERHEAD OF HELLER EHRMAN WHITE & MCAULIFFE]

November 1, 1999

Via Facsimile & Federal Express

Kirk E. Paulsen
Mailboxes Etc.
56 Gloucester Road
London SW7 4UB

Re: Sonic Solutions

Dear Mr. Paulsen:

I am writing on behalf of Sonic Solutions in connection with your resignation from Sonic Solutions. The purpose of this letter is to advise you of certain continuing obligations you owe to Sonic Solutions with respect to confidential information you obtained while employed with Sonic Solutions.

As you know, you signed a Sonic Solutions Invention and Confidential Information Agreement on or about August 3, 1993. In that Agreement, you agreed not to use or disclose any confidential information obtained by virtue of your employment with Sonic Solutions, except as required by your duties to Sonic Solutions. Now that your duties at Sonic Solutions have terminated, there is no context in which you may use or disclose the confidential information you received during your employment at Sonic Solutions.

The confidential information covered by the Agreement encompasses any information not generally known in the trade, and includes confidential information disclosed to third parties pursuant to agreements with those third parties. Examples of confidential information include, but are not limited to:

- . Sales figures;
- . Promotional methods;

<PAGE>

Kirk E. Paulsen
November 1, 1999
Page 2

- . Information concerning the experience, skills, and compensation of Sonic Solutions employees;
- . Sales and marketing plans and strategies;
- . Product development plans and strategies;
- . Identity of, and information regarding, Sonic Solutions customers and dealers; and
- . Information concerning Sonic Solutions competitors.

A copy of the Agreement is enclosed for your reference. We recommend that you review the Agreement again at this time to ensure your continued compliance with its terms.

Your obligations with respect to Sonic Solutions' confidential information, however, are not limited to those outlined in the Agreement. You have an independent legal obligation under the law to refrain from disclosing or using any confidential information. Accordingly, any use or disclosure of the confidential information you obtained by virtue of your employment with Sonic Solutions not only will give rise to a claim for breach of contract, but may also give rise to independent claims for breach of fiduciary duty; misappropriation of trade secrets; tortious interference with prospective business advantage; interference with contractual relationships; unfair business practices; and violations of the California Labor Code.

Sonic Solutions intends to enforce its right to protect its confidential information to the full extent of the law, and will take action promptly upon learning of any possible violation. Sonic Solutions will be particularly vigilant with respect to the following conduct, which may serve as evidence of a potential breach of confidentiality:

- . Recruiting of Sonic Solutions employees;
- . Approaching Sonic Solutions dealers with the purpose of disrupting their relationships with Sonic Solutions;
- . Approaching Sonic Solutions customers with the purpose of disrupting their relationships with Sonic Solutions;

<PAGE>

Kirk E. Paulsen
November 1, 1999
Page 3

Heller Ehrman White & McAuliffe
Attorneys

- . Targeting of customers who have appeared on Sonic Solution's prospective customer lists; and
- . Any evidence of use of unreleased product plans in connection with development of business opportunities.

Sonic Solutions is committed to free and fair competition in the marketplace -both for customers and employees. Sonic Solutions does not, however, take lightly activities which cross line from free competition to unfair and illegal business practices, and will take action to protect its rights through legal recourse if necessary.

If you have any questions about any of these matters, please contact me.

Very truly yours

/s/ James R. Knox

James R. Knox

Enclosure

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[LOGO] SONIC SOLUTIONS
INVENTION AND CONFIDENTIAL INFORMATION AGREEMENT

IN CONSIDERATION of my employment by, or retention of, SONIC SOLUTIONS, a California Corporation, on its own behalf and/or as General Partner of SIRIUS AUDIO, a California Limited Partnership (collective, the "Company"), and the compensation to be paid to me in connection with such employment or consulting:

1. I shall perform for the Company such duties as may be designated by the Company from time to time, which may include the functions of inventing, discovering, and developing new and novel devices, methods, and principles relating to the work of the Company.
2. I shall, by written notice, promptly disclose to the Company in confidence all inventions, including new concepts, ideas, algorithms, processes, formulas, methods, compositions, techniques, and improvements thereof or know-how related thereto, whether patentable or copyrightable or not (collectively hereinafter "Inventions") conceived or made by me, alone, or with others, while employed or retained by the Company, and all patent applications filed by me within one year after termination of my employment or consulting with the Company.
3. I shall not disclose to the Company, or use in my work for the Company, any Inventions or confidential information belonging to others.
4. I shall assign and do hereby assign to the Company my entire rights to any Inventions conceived or made by me, I alone, or with others, which are made with the Company's equipment, supplies, facilities, or trade secrets, or conceived or made by me during the hours I am employed by the Company, or which relate to the business of the Company, or to actual or demonstrably anticipated research or development of the Company, or which result from any work performed by me for the Company; provided, however, that this Agreement does not apply to any inventions which are protected by Section 2870 of the California Labor Code.
5. I shall assist the Company at its expense to obtain, renew, and enforce patents and/or copyright protection for all Inventions I assign to the Company pursuant to paragraph 4 in all countries and shall execute, acknowledge, and deliver all documents necessary or desirable for vesting in the Company all my right, title, and interest in and to such Inventions, and in and to letters, patent, and copyright of the United States and other countries.
6. Because of my employment by, or consulting with, the Company, I may have access to and acquire techniques, know-how, or other information of a confidential nature concerning the Company's experimental and development work, trade secrets, secret procedures, business matter, or affairs including, but not limited to, information relating to inventions, disclosures, processes, patents, patent applications, materials, research activities and plans, cost of production, contract forms, prices, volume of sales, promotional methods, and list of names or classes of customers. I will not disclose any such information to any person or entity either during or subsequent to my employment or consulting, without the Company's prior written consent, except to such an extent as may be necessary in the ordinary course of performing my duties as an employee or consultant of the Company. Information shall, for purposes of this Agreement, be considered to be confidential if not known by the trade generally, even though such information has been disclosed to one or more third parties pursuant to distributor or manufacturer's representative agreements, joint research agreements, or other agreements entered into by the Company or any of its affiliates. Confidential information means information disclosed to me or known to me as a consequence of or through my employment by, or consulting with, the Company, whether or not related to my duties at the Company, and includes trade secrets or any other like information of value relating to the business and/or field of interest of the Company, or of any corporation, firm, or partnership directly or indirectly controlled by or controlling the Company or in which any of the aforesaid have more than ten percent (10%) ownership interest.
7. I shall use my best efforts to protect and guard confidential information. Except as required in my duties to the Company, I will never directly or indirectly use disseminate, disclose, lecture upon, or publish articles concerning confidential information.

8. I represent that I have listed and briefly described on the back of this Agreement all Inventions, if any, which I conceived or made prior to my employment by, or consulting for, the Company and which I wish to exclude from this Agreement.
9. I represent that to the best of my knowledge, there is no other contract to assign Inventions, that is now in existence between myself and any other person, corporation, or partnership unless I have so indicated on the back of this Agreement and unless a copy of any such other contract is attached hereto.
10. Upon termination of my employment or consulting with the Company for any reason, I will turn over to the Company all notes, memoranda, source and machine code, records, reports, drawings, blueprints, manuals, materials, and data containing confidential information of the Company, including all copies thereof that I may then have in my possession or under my control.
11. This Agreement shall be governed by the laws of the State of California as if it were entered into and entirely performed within California. Each covenant shall be independent and separate from all other covenants, and the invalidity of a covenant shall not affect the enforceability of any of the other covenants. For purposes of this Agreement, the business of the Company shall include the business of any corporation, firm, or partnership, directly or indirectly controlled by or controlling the Company or in which any of the foregoing, including the Company, have more than ten percent (10%) ownership interest. This Agreement shall inure to the benefit of the Company and any successor or assignee of the Company and shall be binding upon my heirs, administrators, and representatives.

Signed this 13 day of August 1993, effective from and after the date of commencement of my employment by, or consulting for, the Company.

EMPLOYEE /s/ Kirk E. Paulsen

FOR SONIC SOLUTIONS

(signature)

KIRK E. PAULSEN

BY -----

(print name)

ADDRESS 60 W. [ILLEGIBLE] WAY

TITLE -----

TIBURON CA 94901

USE BACK OF THIS AGREEMENT FOR RESERVED INVENTIONS CONCEIVED OR MADE PRIOR TO EXECUTION OF THIS AGREEMENT AND BRIEF DESCRIPTIONS THEREOF AND OTHER CONTRACTS.

<PAGE>

EXHIBIT D

[LETTERHEAD OF HELLER EHRMAN WHITE & MCAULIFFE]

January 5, 2000

Via Federal Express
Dr. Hiromu Soga
President & C.E.O.
Spruce Technologies, Inc.
1054 S. De Anza Blvd
San Jose, CA 95129-3553

Re: Targeting of Sonic Solutions Employees

Dear Dr. Soga:

We are contacting you on behalf of our client, Sonic Solutions.

Over the past several weeks, Spruce Technologies, Inc. ("Spruce") has pursued an aggressive hiring campaign targeting key Sonic Solutions employees. Spruce's conduct in this regard is both unfair and unlawful, and Sonic Solutions demands that it cease immediately.

Several employees in Sonic Solutions' software engineering and engineering quality assurance groups have been approached by recruiters acting on behalf of Spruce. Spruce's aggressive focus on Sonic Solutions employees as a source for new Spruce recruits is, in itself, an improper business practice. Several courts have expressly held such conduct unlawful, and courts have been especially quick to condemn employee raiding where evidence suggests that the hiring practices at issue were undertaken with knowledge that the plaintiff's ability to compete would be harmed by those practices.

In addition, there is evidence that Spruce's recruiting efforts have made use of highly confidential information regarding the job duties, salaries, and past performance ratings of Sonic Solutions employees. Based on the skills and experience of the employees targeted by Spruce's recruiters, as well as the substance of the discussions, it is apparent that the recruiters are working with detailed information regarding Sonic Solutions' employees. In some instances, the recruiters claimed that the employee would earn 30% to 40% more with Spruce than he or she was then earning with Sonic Solutions,

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Dr. Hiromu Soga
January 5, 2000
Page 2

Heller Ehrman White & McAuliffe
Attorneys

even though the employee had not yet described to the recruiter his job duties, experience, or other information needed to assess the employee's value. Absent receipt of confidential information regarding Sonic Solutions' employee salaries, abilities, and experience, Spruce could not reasonably make such an offer. The evidence suggests that Spruce obtained confidential information from former Sonic Solutions employee Kirk Paulsen, who is currently employed by Spruce.

This kind of conduct by Spruce is problematic -- and unlawful -- for two independent reasons. First, each Sonic Solutions employee signs a confidentiality agreement when he commences his employment with Sonic Solutions. Under the terms of the agreement, which Mr. Paulsen signed when he became employed with Sonic Solutions, the employee may not make use of or disclose confidential Sonic Solutions information, including information regarding the skills, abilities, responsibilities, and compensation of Sonic Solutions employees. Second, statutory and common law trade secret and unfair competition principles independently prohibit Spruce (and ex-Sonic Solutions employees working for Spruce) from using such information in recruiting Sonic Solutions employees. Such conduct gives rise to several causes of action, including intentional interference with prospective business advantage, intentional interference with contractual relations, misappropriation of trade secrets, and unfair business practices (including liability under California Business & Professions Code section 17200, et seq.).

Sonic Solutions hereby demands Spruce's written assurance that Spruce will immediately cease its targeted recruiting and hiring of Sonic Solutions employees and that it additionally will cease any and all use of any confidential information regarding Sonic Solutions and its employees. If Spruce refuses to end its tortious conduct immediately, Sonic Solutions intends to pursue all available legal remedies. Please provide your written response no later than January 12, 2000.

Very truly yours,

/s/ James R. Knox

James R. Knox

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<TABLE>

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From: JAMES R. KNOX (650) 324-7000
HELLER EHRMAN WHITE & MCAULIFFE
525 UNIVERSITY AVENUE, SUITE 11

<C>

SHIPPER'S FEDEX ACCOUNT #

<C>

FedEx

PALO ALTO, CA, 94301

To: Dr. Hiromu Soga (408) 123-4567
Spurce Technologies, Inc.
1054 S. De Anza Blvd.

SHIP DATE: 05JAN00
WEIGHT: 1 LBS

San Jose, CA, 951293553

Ref: 14050-0002

Delivery Address FROM

TRK # 7903 2211 2533 0201

PRIORITY OVERNIGHT

SJC

95129-CA-US

WC SJCA

THU

AA

Delivered by:

06JAN00

</TABLE>

Shipping Label

Schedule Courier

Find a Dropoff Location

Shipping History

Shipment Complete

Cancel Shipment

1. Use the "Print" feature from your browser to send this page to your laser printer.
2. Fold the printed page along the horizontal line.
3. Place label in air waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
4. To print a receipt of your shipment, please click on "Shipping History."

Ship a New Package

Ship Inside U.S

Ship Outside U.S.

Ship to Same Recipient

Use of this system constitutes your agreement to the service conditions in the current FedEx service Guide, available upon request.

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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EXHIBIT

ORIGINAL FILED
Dec 5 '00
[]
U.S. DISTRICT COURT
NO. DIST. OF CA S.J.

NORTHERN DISTRICT OF CALIFORNIA

SONIC SOLUTIONS
Plaintiff(s)
-v-
SPRUCE TECHNOLOGIES, INC
Defendant(s)

C 00-21224 JW
INITIAL CASE MANAGEMENT SCHEDULING ORDER

IT IS HEREBY ORDERED that this action is assigned to the Honorable James Ware. When serving the complaint or notice of removal, the plaintiff or removing defendant must serve on all other parties a copy of this order, the handbook entitled "Dispute Resolution Procedures in the Northern District of California" and all other documents specified in Civil Local Rule 4-3. Counsel must comply with the case schedule listed below unless the Court otherwise orders.

IT IS FURTHER ORDERED that this action is assigned to the Alternative Dispute Resolution (ADR) Multi-Option Program governed by ADR Local Rule 3. Counsel and clients must familiarize themselves with that rule and with the handbook entitled "Dispute Resolution Procedures in the Northern District of California."

CASE SCHEDULE [ADR MULTI-OPTION PROGRAM]

Date	Event	Governing Rule
12/05/2000	Complaint filed	
03/19/2001	Last day to meet and confer re initial disclosures, early settlement, ADR process selection, and discovery plan	FRCivP 26(f) & ADR LR 3-5
03/19/2001	Last day to file Joint ADR Certification with Stipulation to ADR process or Notice of Need for ADR Phone Conference	ADR L.R. 3-5(b)
04/02/2001	Last day to complete initial disclosures or state objection in Rule 26(f) Report, file/serve Case Management Statement, and file/serve Rule 26(f) Report	FRCivP 26(a) (1) Civil L.R.16-12, 13
04/09/2001	Case Management Conference in at 10:00 AM	Civil L.R. 16-13

<PAGE>

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

Case No _____

STANDING ORDER REGARDING
CASE MANAGEMENT IN CIVIL CASES

This Order sets forth requirements for initial case management in all civil matters assigned to Judge James Ware, Judge Ronald M. Whyte and Judge Jeremy Fogel.

Plaintiff shall serve a copy of this Standing Order on all parties to this action and on all parties subsequently joined, in accordance with Fed.R.Civ.P. 4 and 5. Following service, plaintiff shall file a certificate of service in accordance with Civil L.R. 5-4(a).

All disclosure or discovery disputes are referred to the assigned Magistrate Judge for determination pursuant to Fed.R.Civ.P. 72(a).

Before selecting a hearing date for a motion before any of the district judges of the San Jose Division, counsel shall confer with opposing counsel to determine that the proposed hearing date will not cause undue prejudice.

Civil motions under Civil L.R. 7-2 in cases assigned to Judge Ware may be noticed for hearing on any Monday at 9:00 a.m.

Civil motions under Civil L.R. 7-2 in cases assigned to Judge Whyte may be noticed for hearing on any Friday at 9:00 a.m.

Civil motions under Civil L.R. 7-2 in cases assigned to Judge Fogel may be noticed for hearing only after contacting Judge Fogel's judicial secretary, Teresa Fleishman, at (408) 535-5426 and obtaining an available date.

Pursuant to Fed.R.Civ.P. 16 and 26 and Civil L.R. 16-14(a), a Case Management Conference will be held on 4/9/01 at 10:00 a.m., at the United States Courthouse, 280 South First Street, San Jose, California. This conference may be continued only by Court order pursuant to Civil L.R. 16-2(f). Parties may not stipulate to continue a Case Management Conference without Court approval.

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Pursuant to Civil L.R. 16-4, in advance of the Case Management Conference, counsel shall confer with their respective clients and opposing counsel for the purposes specified in Fed.R.Civ.P. 26(f) and Civil L.R. 16-5, 16-6 through 16-8 (patent cases only), 16-12 and 16-13. A meaningful meet and confer process prior to the Case Management Conference and good faith compliance with the requirements of this Order are essential elements of effective case management. Failure to meet and confer, to be prepared for the Case Management Conference or to file a Joint Case Management Conference statement may result in sanctions. Parties may but are not required to attend the Case Management Conference.

IT IS SO ORDERED.

Dated: Effective June 1, 1998, until further Court order.

/s/ James Ware

James Ware
United States District Judge

/s/ Ronald M. Whyte

Ronald M. Whyte
United States District Judge

/s/ Jeremy Fogel

Jeremy Fogel
United States District Judge

<PAGE>

EXHIBIT

AO 440 (Rev. 10/93) Summons in a Civil Action

=====

United States District Court

NORTHERN DISTRICT OF CALIFORNIA

SONIC SOLUTIONS, a California corporation,

SUMMONS IN A CIVIL ACTION

CASE NUMBER: C

v.

SPRUCE TECHNOLOGIES, INC., a California
corporation, and KIRK E. PAULSEN,

C 00-21224

ADR

TO: (Name and address of defendant)

KIRK E. PAULSEN, Senior Vice President of Sales
1054 South De Anza Blvd.
San Jose, California 95129

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY
(name and address)

Stanley Young, Esq.
Joshua M. Masur, Esq.
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, California 94301-1900

an answer to the complaint which is herewith served upon you, within Twenty (20)
days after service of this summons upon you, exclusive of the day of service. If
you fail to do so, judgment by default will be taken against you for the relief
demanded in the complaint. You must also file your answer with the Clerk of this
Court within a reasonable period of time after service.

RICHARD W. WIEKING

DEC-5 2000

CLERK

DATE

L/C

(BY) DEPUTY CLERK

AO-440

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EXHIBIT

CIVIL COVER SHEET

US 44 - No. CALIF (Rev. 4/97)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO)

I. (a) PLAINTIFFS

SONIC SOLUTIONS, a California corporation,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Marin
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

SPRUCE TECHNOLOGIES, INC., a California corporation, and KIRK E. PAULSEN,

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Santa Clara
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Stanley Young, Esq
Heller Ehrman White & McAuliffe
525 University Avenue
Palo Alto, California 94301-1900
(650) 324-7000

ATTORNEYS (IF KNOWN)

C 00-21224

II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
(For diversity cases only)

(PLACE AN 'X' IN ONE BOX FOR
PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4

Incorporated and Principal Place of Business
In Another State

☐ 5 ☐ 5

Foreign Nation

☐ 6 ☐ 6

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment
-

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT

- ☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
-

REAL PROPERTY

- ☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property
-

TORTS

PERSONAL INJURY

- ☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Med. Malpractice
☐ 365 Personal Injury - Product Liability
☐ 368 Asbestos Personal Injury Product Liability
-

PERSONAL PROPERTY

- ☐ 370 Other Fraud
☐ 371 Truth in Lending

☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS

☐ 441 Voting
☐ 442 Employment
☐ 443 Housing
☐ 444 Welfare
☐ 440 Other Civil Rights

PRISONER PETITIONS

☐ 510 Motion to Vacate Sentence
Habeas Corpus:
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition

FORFEITURE/PENALTY

☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 RR & Truck
☐ 650 Airline Regs.
☐ 660 Occupational Safety/Health
☐ 690 Other

LABOR

☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations
☐ 730 Labor/Mgmt. Reporting & Disclosure Act
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY

☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

☒ 820 Copyrights
☐ 830 Patent
☐ 840 Trademarks

SOCIAL SECURITY

☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

[] 870 Taxes (U.S. Plaintiff or Defendant)
[] 871 IRS-Third Party 26 USC 7609

OTHER STATUTES

[] 400 State Reapportionment
[] 410 Antitrust
[] 430 Banks and Banking
[] 450 Commerce/ICC Rates/etc.
[] 460 Deportation
[] 470 Racketeer Influenced and Corrupt Organizations
[] 810 Selective Service
[] 850 Securities/Commodities/Exchange
[] 875 Customer Challenge 12 USC 3410
[] 891 Agricultural Acts
[] 892 Economic Stabilization Act
[] 893 Environmental Matters
[] 894 Energy Allocation Act
[] 895 Freedom of Information Act
[] 900 Appeal of Fee Determination Under Equal Access to Justice
[] 950 Constitutionality of State Statutes
[] 890 Other Statutory Actions

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY). There are a total of twelve (12) Causes of Action including: Copyright Infringement under 17 U.S.C. 101 et seq.; Misappropriation of Trade Secrets under California Civil Code Sec 3426 et seq.; and Breach of Contract.

VII. REQUESTED IN COMPLAINT: [] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P.
23 DEMAND \$
[] CHECK YES only if demanded in complaint:
JURY DEMAND [X] [] NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AN "X" IN ONE BOX ONLY)
[] SAN FRANCISCO/OAKLAND
[X] SAN JOSE

DATE 12/5/2000 SIGNATURE OF ATTORNEY OF RECORD
/s/ Stanley Young

NDC-JS44